

## Items for Sale - TVA Procurement Investment Recovery

TVA Reference No. 06A40-602573

### Request for Offer

THIS BLOCK TO BE COMPLETED BY OFFEROR	THIS BLOCK TO BE COMPLETED BY TVA		
<p>Offeror shall furnish the following information. Insert its offer under unit price, and return this package. In compliance with this offer and all conditions and provisions herein, the undersigned offers and agrees to purchase any or all of the items at prices quoted if this offer is accepted <u>  </u> days (30 days unless otherwise stated) from the last day offers will be accepted by Purchasing. Items shown in the "Articles for Sale" column are to be sold AS IS, WHERE IS, without recourse in accordance with the attached form General Conditions of Sale, Safety &amp; Health Provisions, and special condition if any. The property <u>  </u> has <input type="checkbox"/>, has not <input type="checkbox"/>, been inspected.</p> <p style="text-align: center;">PERSON OR COMPANY SUBMITTING OFFER (Print or type)</p> <p>_____</p> <p>Mailing Address _____</p> <p>_____</p> <p>City/State/Zip _____</p> <p>Telephone _____</p> <p>_____</p> <p>Signature <b>(DO NOT PRINT)</b></p> <p>_____</p> <p>Title of Person Authorized to Sign Offer</p>	<p>Request Date 03/27/06</p>	<p>Offer Close 04/07/06</p>	
	<p>Contract Number 06A40-602573</p>	<p>Contract Date</p>	
	<p>Performance Date</p>	<p>Total Amount</p>	
	<p>Accepted only as to item(s):</p> <p>Lots 1-180</p> <p>Name , address and phone # of bidder must be complete and legible. Pages 1 and 2 must be signed by bidder</p> <p>Bids may be mailed to:</p> <p>TVA-Auction P.O. Box 2000 Dixon Springs, Tn 37057</p> <p>or Hand delivered to TVA Investment Recovery J.D. Hood Lane, Hartsville, TN 37074</p> <p>or Faxed to 615-374-2133</p> <p>or Emailed to <a href="mailto:surplussales@tva.gov">surplussales@tva.gov</a></p> <p> </p> <p><b>**All bids must be received by April 7, 2006 3:00PM CST</b></p> <p>Only pages 1 and 2 are to be returned</p> <p> </p> <p><b>TENNESSEE VALLEY AUTHORITY</b></p> <p>By _____</p>		

### REQUIRED BURDEN ESTIMATE STATEMENT

Public reporting burden for this collection of information is estimated to vary from 5 minutes to 25 hours per response, with an average of .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Agency Clearance Officer, Tennessee Valley Authority, 1101 Market Street (EB 5B), Chattanooga, TN 37402; and to the Office of Management and Budget, Paperwork Reduction Project (3316-0062), Washington, DC 20503.

Item No.	Article Description	Quantity	Unit	Unit Price	Amount
	by signing this bid you are agreeing to the following attachments: Auction Notice page 3 Hazardous Material Statement page 4 General Terms and Conditions Safety and Health Provisions				

Address letter to:    **Street Address:**  
                                 **Telephone:**                      **Fax:**

buyers signature

**SEALED BID AUCTION**

**TENNESSEE VALLEY AUTHORITY  
CONSTRUCTION & MAINTENANCE MATERIAL  
CONTRACT NO. 06A40-602573**

**Inspection Dates and Time = March 27, 28 & 29 7:30 am until 3:00 pm**

**SALE LOCATION: Hartsville Investment Recovery Center:**

**Directions: From East:** Traveling I-40 west Exit TN-53 (Carthage exit), Hwy 53 to Hwy 25 west go approx. 15 miles to TVA entrance

**From West:** Traveling I-40 east take the Lebanon exit#238... Hwy 231 north 15 miles to intersection of Hwy 231 and Hwy 25 go 12 miles to TVA entrance on right.

**NOTE : THIS IS A SEALED BID AUCTION:**

Bid packages can be obtained on inspection dates or by accessing our web site at [www.tva.gov/surplus](http://www.tva.gov/surplus)

**Items for Sale:**

Vehicles, milling machine, power cable, transformer, electric fork lifts, welders, misc. tools, floor sweeper, valves, bearings, belting, surveying equipment, out buildings, metal shelving, gear assembly, flex hose, lock sets, drafting tables, office furniture, chain hoist, fluorescent light fixtures, various other items

**TERMS**

**Bids are due April 7, 2006 by 3:00 pm CST,**

**Bids may be mailed to:** TVA - Auction P. O. Box 2000 Dixon Springs, TN 37057

- or Hand delivered to TVA Investment Recovery J. D. Hood Lane Hartsville, TN 37074
- or Faxed to 615-374-2133
- or Emailed to [surplussales@tva.gov](mailto:surplussales@tva.gov)

Bids will be awarded by April 11, 2006

Payment must be received by April 21; no material will be removed until payment is received.

Acceptable payment is cash, cashier's check, money order, wire transfer, or checks accompanied by a bank letter of credit..

**Note:** All material must be removed by May 5, 2006. TVA will assist in loading all lots. Title to any material or equipment not removed by May 5 will revert to TVA without any further notice to buyer and will be resold.

**For more information and pictures, log onto our web site: [www.tva.gov/surplus/](http://www.tva.gov/surplus/)**

**TENNESSEE VALLEY AUTHORITY  
INVESTMENT RECOVERY**

**HAZARDOUS AWARENESS AND INTENDED  
USE STATEMENT**

**Some items could be hazardous if not properly used or handled. The buyer is hereby advised of the possible hazard. As evidenced by the signature on the RFO buyer acknowledges being informed of the possible hazard and hereby agrees to comply with all local, state and federal laws and regulations (including, without limitation, laws and regulations pertaining to health, safety, and the environment) regarding use or disposal of this material or equipment.**

**BUYER ALSO AGREES AND CERTIFIFES THAT THE PROPERTY IS NOT BEING ACQUIRED FOR DISPOSAL, BUT WILL BE USED FOR ITS ORIGINAL INTENDED PURPOSE OR SUCH BENEFICAL PURPOSE AS IS CONSISTENT WITH THE POSSIBLE HAZARDS ASSOCIATED WITH THE PROPERTY.**

## GENERAL CONDITIONS OF SALE - AUCTIONS

1. **INSPECTION.** Because of the General Condition **DISCLAIMER OF WARRANTY**, bidders are invited and urged to inspect the property to be sold before bidding. Property will be available for inspection at the places and times specified. The Tennessee Valley Authority (TVA) will not furnish any labor or equipment for such purpose. Failure to inspect will not constitute grounds for a claim or for the withdrawal of a bid.
2. **DISCLAIMER OF WARRANTY.** EXCEPT TO THE EXTENT EXPRESSLY PROVIDED TO THE CONTRARY IN THE CONTRACT, ALL PROPERTY IS OFFERED FOR SALE "AS IS" AND WITHOUT RECOURSE AGAINST TVA. THE DESCRIPTION IS BASED ON THE BEST AVAILABLE INFORMATION; BUT TVA MAKES NO GUARANTY, WARRANTY, OR REPRESENTATION, EXPRESSED OR IMPLIED, AS TO QUANTITY, KIND, CHARACTER, QUALITY, WEIGHT, SIZE, OR DESCRIPTION OF ANY OF THE PROPERTY, ITS MERCHANTABILITY, OR ITS FITNESS FOR ANY USE OR PURPOSE, AND NO CLAIM WILL BE CONSIDERED FOR ALLOWANCE OR ADJUSTMENT OR FOR RESCISSION OF THE SALE BASED UPON ANY OF THE FOREGOING FACTORS OR UPON FAILURE OF THE PROPERTY TO MEET THE BUYER'S STANDARD.
3. **SUBMISSION OF BIDS AND AWARDS.** The Auctioneer will offer each numbered item separately. Bidders will communicate the amount of their bids either orally or by such other means as may be recognized by and acceptable to the Auctioneer. Unless otherwise provided, bid offers will not be recognized from any person not properly registered and, when applicable, to whom a bidder registration number has not been issued.

Any items cataloged by weight, count, or measure will be sold in like units unless specifically changed by announcement by the Auctioneer. TVA reserves the right to sell in such units or groups thereof as it deems most expedient. Items will not be subdivided or grouped unless specific announcement is made.

The Auctioneer's "knocking down" an item will constitute an award by the Auctioneer to the successful Buyer for each item except as otherwise herein specifically provided.

In the event of a dispute as to the amount bid, item, or item number, the Contracting Officer reserves the right to reoffer the item in question. Once an item is "knocked down," or sold the Buyer may not withdraw the bid.

Records of TVA, certified by the Auctioneer as to name and number of the Buyer, the bid, and amount thereof shall be prima facie evidence of the circumstances of the sale; and all disagreements will be resolved in accordance with such records.

Special provisions made by the Buyer will not be acceptable and will be cause for rejection of bids. The General Conditions of Sale (form TVA 96508) and any Special Conditions of Sale constitute a part of the contract of sale. All prospective bidders acknowledge (by registering for the sale) that they have full and complete understanding of the terms and conditions and agree to be bound thereby.

4. **AWARD AND PAYMENT.** Sales will be to the highest acceptable bidder. All bids must conform to the lots shown and must be unconditional. TVA reserves the right not to make awards to persons or firms who have failed to fulfill previous contracts with TVA. Payment shall be by cash, certified check, cashier's check, bank draft, personal check accompanied by a bank's letter of guarantee, or postal or express money order payable to the Tennessee Valley Authority. Unless otherwise permitted by TVA, payment of the full purchase price must be made the day of the sale and before release of any property. Title to the property sold hereunder shall vest in the Buyer only upon full payment being made to TVA. TVA will furnish a certificate of release, form TVA 97, for each piece of equipment requiring state licensing. On all purchases, TVA will issue to the Buyer a Bill of Sale for use in securing release of property.
5. **REMOVAL OF PROPERTY AND TVA LIABILITY.** Unless otherwise permitted by TVA, the property purchased shall be removed from TVA premises within 10 calendar days after the date of sale. No release will be made on Saturdays, Sundays, holidays, or at times other than TVA's regularly scheduled day shift work hours. Release shall be made only upon presentation of Bill of Sale for all property purchased at the designated locations, and the Buyer shall remove the property at its expense. The Buyer shall reimburse TVA for any damage to TVA property caused by the removal operations. Any property remaining on the TVA premises after the auction sale day will be at the risk of the Buyer. Neither the Auctioneer nor TVA assumes any responsibility whatsoever for property remaining on the premises, and the Buyer is encouraged to insure it for potential loss. Title to any property remaining on the premises 10 days after sale will revert to TVA. TVA reserves the right to sell or otherwise dispose of any or all such property in TVA's possession and to charge the loss or other extra expense, including but not limited to storage costs, handling, and moving costs, if any, to the defaulting Buyer.
6. **QUANTITY AND WEIGHT.** The estimates of quantity or weight of the various lots, as shown, are only for the general guidance of bidders; and any discrepancy between estimated and actual quantity or weight will not affect the validity of the sale or be considered the basis of a claim. When lots are sold on a quantity or weight basis, the Buyer will be required to pay the unit price bid times the actual quantity or weight of all property in the lot. In the event that a shortage exists, TVA will adjust the sales price based on the item's actual quantity. Any refund due the Buyer shall be made by TVA as soon as practicable but not later than thirty (30) days after the available contract property is removed or the property is determined to be unavailable. Any additional payment to TVA shall be paid by the Buyer prior to property release; or if the Contracting Officer/Auctioneer permits, additional payment due TVA shall be paid by the Buyer within thirty (30) days after the final shipping date and shall be remitted to the TVA Treasurer, Post Office Box 480, Knoxville, Tennessee 37901-0480. When lots are sold on a "price for the lot" basis, the Buyer will be required to pay the price bid for the lot, regardless of actual weight or quantity.
7. **CHANGES.** No changes in or modifications of this sale are effective and binding upon TVA unless they are in writing and signed by the Auctioneer in charge of this sale.
8. **CONTINGENT FEES.** The Buyer warrants that no person or agency has been employed or retained to solicit or secure this property upon an agreement or understanding for a commission, percentage, brokerage fee, or contingent fee, excepting bona fide employees or bona



the established commercial agencies maintained by the Buyer for the purpose of securing business. For breach or violation of this warranty, TVA shall have the right to annul this sale without liability or, in its discretion, to require the Buyer to pay, in addition to the sale price or consideration, the full amount of such commission, percentage, brokerage fee, or contingent fee.

9. **PERSONS NOT TO BENEFIT.** No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this sale or to any benefit that may arise therefrom, unless it be made with a corporation for its general benefit, nor shall the Buyer offer or give, directly or indirectly, to any officer, employee, special government employee, or agent of TVA, any gift, gratuity, favor, entertainment, loan, or any other thing of monetary value, except as provided in Title 18, Code of Federal Regulations, Parts 1300.735-12 or -34. No award will be made directly or indirectly to any person employed by TVA whose duties involved the handling of the property and/or the records from which lists of property to be offered for sale are prepared or who has the responsibility for bids or making awards. A bid by or upon behalf of a TVA employee will not be recognized unless the bidder declares that it is by or upon behalf of a TVA employee and that such employee desires the property for personal use and not for speculative resale. TVA may impose quantity or other appropriate restrictions on property that may be sold to a TVA employee. Breach of this provision shall constitute a material breach of this sale.
10. **INDEMNITY.** When property is removed from TVA premises by the Buyer, the Buyer shall take all responsibility for the work and shall take all necessary precautions for preventing injury to persons and property. The Buyer is aware of the location, nature, and hazards of such removal work. The Buyer releases TVA, its agents, and employees from all liability for the Buyer's personal injuries, property damage, or loss of life or property arising out of or in any way connected with this sale. The Buyer will indemnify TVA, its agents, and employees and save each of them harmless from any and all liability to the Buyer's employees or any other third parties for personal injuries, property damage, or loss of life or property resulting from or in any way connected with this sale. The foregoing release and indemnification shall apply even though the personal injuries, property damage, or loss of life or property is caused, occasioned, or contributed to by the negligence, sole or concurrent, of TVA, its agents or employees. The Buyer shall bear all expenses incurred by TVA, its agents, or employees in defending all claims and actions for damages arising out of the foregoing injuries, damages, or losses and shall pay all judgments that may be rendered on such actions.
11. **CONTRACTING OFFICER/AUCTIONEER.** The Contracting Officer shall be the Vice President of Purchasing, TVA, or his duly authorized representative. The Vice President of Purchasing has designated the Investment Recovery Specialist assigned to this sale for TVA as the duly authorized representative to act as the Contracting Officer for all purposes in the administration of this auction and sale, such designation to continue until revoked or modified by the Vice President of Purchasing. Copies of all correspondence and notices of the Buyer relating to this sale and its performance shall be furnished to the Contracting Officer/Auctioneer. No changes shall be made or extras allowed without the written consent of the Contracting Officer/Auctioneer.
12. **CORRESPONDENCE.** Copies of all correspondence relative to this sale should be sent to the Contracting Officer/Auctioneer.
13. **WAIVERS AND REMEDIES.** No waiver of any breach of this contract shall be held to be a waiver of any other or subsequent breach. All rights and remedies afforded TVA in this sale shall be taken and construed as cumulative, that is, in addition to every other right and remedy provided under this sale or by law.
14. **SMALL BUSINESS ASSISTANCE.** Small business companies, especially manufacturers, are encouraged to call upon the Small Business Administration office nearest to their place of business for guidance in securing management, financial, or technical assistance.
15. **TAXES, LEVIES, AND ASSESSMENTS.** The purchase price will be exclusive of, and the Buyer shall be responsible for, all applicable taxes, levies, assessments, etc., arising out of or in any way connected with the sale, removal, transportation, possession (after loading), or use of the property sold.
16. **SHIPPING.** If the property is sold as is, where is, TVA will not arrange for or package or load the material or otherwise prepare property for export shipment. If property is sold F.O.B. carrier, TVA will load the material "as is" onto the Buyer's designated carrier for shipment within the United States. The Buyer's carrier shall be capable of safely carrying the material. The Buyer shall be responsible for securing the load in accordance with regulations of the Federal Highway Administration at Title 49, Code of Federal Regulations, Part 393, or other applicable regulations which are hereby incorporated by reference. TVA may refuse to load any truck which is not in compliance with this provision or when, in TVA's opinion, loading the material would create an unsafe condition. Notwithstanding the above, the Buyer assumes sole responsibility for safety in securing the load and transporting the material.
17. **NONNUCLEAR USE.** The Buyer understands and agrees that no personal property hereunder may be used by the Buyer in, or resold by the Buyer for use in, a nuclear facility; and, for that reason, TVA will not make available any quality assurance documentation which may be in TVA's possession or control relating to the personal property sold hereunder, PROVIDED, however, that in appropriate situations TVA will provide certified mill test reports, if they are available to TVA, solely for the purpose of showing the physical and chemical makeup of the property being sold.

## **SAFETY AND HEALTH PROVISIONS IN CONTRACTS**

### **1.0 Safety and Health Standards.**

No person employed by the Contractor or any subcontractor in the performance of work pursuant to this contract at a project or worksite owned or controlled by TVA shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his safety or health.

In order to provide the necessary controls for protection of employees and prevention of damage to property and for avoidance of work interruption in the performance of this contract, the Contractor shall comply with the provisions of Section 107 of the Contract Work Hours and Safety Act (40 U.S.C. § 333), and the Occupational Safety and Health Act of 1970 (OSHA) regulations, and such other requirements for the protection of health or safety as may apply; provided that the Contractor shall comply with such additional specifications including TVA supplemental standards and site specific requirements relating to safety and health as may be set forth elsewhere in this contract. In the event of conflict between any OSHA regulation or another requirement and the TVA specification, the latter shall control.

It shall be the responsibility of the Contractor and any subcontractor to initiate and maintain such programs as may be necessary to comply with the foregoing requirements; to provide for frequent and regular inspection of the job sites, materials, and equipment; to identify and prohibit work in an unsafe or unhealthful work place, including the use of unsafe machinery, tools, materials, or equipment; and to permit only those employees qualified by training or experience to operate equipment and machinery.

### **2.0 Compliance by Subcontractors.**

The Contractor shall be responsible for securing compliance by its subcontractors and all the safety and health provisions contained herein.

### **3.0 Project Manager**

For the purpose of these safety and health provision, Project Manager means (a) the TVA Project Manager, or the Project Manager's designee, (b) when there is no Project Manager, the TVA employee supervising the work at the location where the work is to be performed under the contract, or the Project Manager's designee.

### **4.0 Safety and Health Plan.**

Work to be performed under this contract will be evaluated for any recognized potential hazards as determined by the Project Manager; in the event that a potential hazard is recognized, the Contractor, prior to commencement of the work will:

- A. When required by the Project Manager, submit a safety and health plan in writing 30 days prior to start of contract work, or as otherwise stated in this contract, describing how it proposes to promote health and safety in the work environment; such plan must be approved by the Project Manager prior to the start of work by Contractor.
- B. When required by the Project Manager, meet in conference to discuss development, implementation and coordination of Contractor's safety and health program in conjunction with contract requirements.

Evaluation and approval under the requirements of this provision of the contract shall not affect the Contractor's obligations under the indemnity provision of this contract.

### **5.0 Insurance**

Before any of Contractor's employees or those of a subcontractor shall do any work on the premises under the control of TVA, the Contractor or the subcontractor, as the case may be, shall secure workmen's compensation coverage for such employees and their dependents in accordance with the applicable laws.

### **6.0 Accident Records.**

The Contractor and its subcontractor will maintain an accurate record of all accidents and occupational diseases in accordance with the provision of Park 1904, Title 29, Code of Federal Regulations. In addition, the Contractor shall maintain such records as required by the Project Manager of the costs for repairing or replacing property, materials, supplies, and equipment damaged in accidents occurring while doing work incident to this contract.

### **7.0 Contractor Safety Representative.**

The Contractor shall retain a representative onsite at all times while work is in progress who shall be responsible for the Contractor's safety and health program and who shall have authority to correct



hazardous conditions. The contractor's representative shall respond promptly to the Project Manager in order to reduce or eliminate conditions which in the opinion of the Project Manager constitute a threat to or appear to threaten life, health or property at the work location.

#### 8.0 Temporary Access and Public Safeguards.

The Contractor shall build and maintain such temporary bridges, roads, and other means of passage as are necessary and not otherwise provided by TVA; shall provide for convenient access to the various parts of the work and to adjacent private property which may be affected by the work; and shall provide such temporary fences or guards as may be necessary to keep livestock on adjoining property from entering the lands occupied by the work. The Contractor shall also provide such barricades, warning signs and lights, watchmen, etc., as are necessary to protect the public and the work. Should conditions arise on the work which require that immediate and unusual provisions be made to protect the public from danger or loss of damage due directly or indirectly to the prosecution of the work, the Contractor shall make the necessary provisions. The Contractor shall be responsible for the sufficiency and safety of all such temporary works and provisions and shall be responsible for all damage resulting from their insufficiency.

The Contractor shall not disturb, close, or obstruct any existing highways or other communications systems until permission therefor has been obtained from the Project Manager.

#### 9.0 Intoxicants and Illegal Drugs.

The transportation, gift, sale, or use of intoxicants and illegal drugs upon any part of TVA's premises is forbidden.

#### 10.0 Cleaning Up.

The Contractor shall at all times keep the work area, including storage areas used by it, reasonably free from hazardous and unsanitary accumulations of waste materials or rubbish, and prior to completion of the work, shall remove any rubbish from the premises and all tools, scaffolding equipment, and material not the property of TVA. Upon completion of the work, the Contractor shall leave the work and premises in a clean, neat, and workmanlike condition satisfactory to the Project Manager.

#### 11.0 Breach of Safety and Health Provisions.

It shall remain the responsibility of the Contractor to ensure that the foregoing provisions are complied with at all times; provided, however, the Project Manager shall have the right to inspect the Contractor's operations as he or she deems appropriate to assure that the requirements for health and safety under the contract are being met. In the event that apparent deficiencies in complying with the foregoing provisions are brought to the attention of TVA through such inspections or otherwise, TVA will promptly notify Contractor through its Project Manager. Upon receipt of such notice Contractor shall immediately take such action as may be required to determine the existence of and to correct deficiencies. If the Contractor fails or refuses to correct an unhealthful or unsafe condition, the Project Manager shall have the authority to issue an order stopping all or part of the work being performed under the provisions of this contract until satisfactory corrective action has been taken. No part of the time lost as the result of any stop order shall be the subject of a claim for extension of time or for excess costs or damages by the Contractor. Any stop order issued by the Project Manager shall apply to work performed by any subcontractor as well as by the prime contractor under this contract. The Project Manager shall have the authority to require removal of any person from a TVA work location (regardless of the status of such person as an employee of Contractor or any subcontractor) if, in the opinion of the Project Manager, the presence of such person endangers the safety or health of others.

#### 12.0 Investigation of Accidents.

TVA shall have the option to examine the site of any accident immediately following its occurrence to determine (1) the cause or causes of such accident, (2) the degree of personal injuries, (3) the damage to TVA-owned property, (4) the effect of such accident upon completion of the work provided for under the contract, and (5) other pertinent information. In order to accomplish this TVA shall have the authority to question any persons having knowledge relative to or present when such accident occurred, including employees and agents of the contractor and all subcontractor(s).